

which containers moving to or from Marine Terminals in the states listed above in the foreign commerce of the United States, or chassis which transport such containers, are received, delivered, handled, stored, repaired, maintained, loaded, unloaded, inspected, or interchanged. Loaded or empty containers moved on Pool Chassis via such Marine Terminals or Inland Intermodal Terminals may be moving to or from any origins, or to or from any destinations, within the United States, its territories or possessions.

**Article 5: Establishment and Operation of Regional Chassis Pool**

5.1 Definitions. As used in this Agreement -

A. “Affiliate” means a corporation, limited liability company, or other business entity having common ownership with ~~formed or owned by~~ CCM and listed in Appendix A.

B. “Chassis Equipment Supplier” or “CES” means an entity that supplies chassis to the Chassis Pool pursuant to a lease, rental, or similar supply agreement.

C. “Chassis Pool” or “Pool” means the pool of Chassis established under this Agreement.

D. “Contributor” means an Entity that provides Chassis to the Chassis Pool for the use of Chassis Pool Users pursuant to a written contribution agreement with the Pool.

E. “Entity” means a person, partnership, corporation, association, or limited liability company.

F. “Inland Intermodal Terminals” shall mean rail terminals, container yards, container freight stations, intermodal equipment storage areas, container depots, and similar facilities.

2. Legal counsel for each Party or for the Agreement. Legal counsel may also function as secretary or assistant secretary of an entity formed to own the Chassis Pool and may be authorized to execute documents in such capacity.

This Agreement and any subsequent modification hereto may be executed in writing by separate counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

**Article 8: Term, Termination, Membership and Withdrawal**

8.1 Term. This Agreement shall become effective in accordance with the Shipping Act of 1984, as amended, and shall continue indefinitely thereafter unless terminated by agreement of the Parties.

8.2 Membership. In addition to the Ports, any ocean common carrier participating in any manner in the Chassis Pool (collectively “Ocean Carrier Parties”) and any Marine Terminal operator participating in any manner in the Chassis Pool (collectively Marine Terminal Operator Parties”) shall be eligible for membership in this Agreement. ~~All members of OCEMA, FMC Agreement No. 202-011284, as it may be amended from time to time, shall also automatically be Parties individually to this Agreement.~~ Membership in this Agreement shall not be construed in and of itself to establish or imply a contractual relationship between any Party and the Chassis Pool with respect to Pool Chassis, including the use, contribution, maintenance, repair, or the operation or management of the Chassis Pool, unless such a relationship has been established by a written agreement between the Party, on the one hand, and the Chassis Pool on the other.

**APPENDIX A**

PARTIES TO THE AGREEMENT

OCEAN CARRIER EQUIPMENT MANAGEMENT ASSOCIATION, INC. (“OCEMA”)

CONSOLIDATED CHASSIS MANAGEMENT LLC (“CCM”)

AFFILIATES:

[SOUTH ATLANTIC CONSOLIDATED CHASSIS POOL LLC](#)

[CONSOLIDATED CHASSIS ENTERPRISES LLC](#)

[CCM POOLS LLC](#)

PORTS:

Georgia Ports Authority  
GPA Administration Building  
P.O. Box 786  
Savannah, GA 31402

South Carolina State Ports Authority  
PO Box 22287  
Charleston, SC 29413

OTHER MARINE TERMINAL OPERATOR PARTIES:

N/A

OCEAN COMMON CARRIER PARTIES IN THEIR INDIVIDUAL CAPACITY AND AS MEMBERS OF OCEMA:

\*1. a. ~~A.P. Moller-Maersk A/S trading under the name of~~ Maersk ~~Line~~ A/S  
50, Esplanaden  
DK-1098 Copenhagen, Denmark

b. [Hamburg-Sudamerikanische  
Dampfschiffahrtsgesellschaft KG  
Willy Brandt Strasse 59  
20457 Hamburg, Germany](#)

\*Parties shall be treated as one party for all purposes under this Agreement.

South Atlantic Chassis Pool Agreement  
FMC Agreement No. 011980-002  
Original Appendix A-1a

- \*2. a. CMA CGM S.A.  
4, Quai D'Arenc  
P.O. Box 2409  
13215 Marseille Cedex 02  
France
- b. APL Co. Pte Ltd.  
9 Buona Vista Drive, #14-01  
The Metropolis Tower 1  
Singapore 138588
- ~~b.c.~~ American President Lines, Ltd.  
16220 N. Scottsdale Road  
Suite 300  
Scottsdale, AZ 85254-1781~~1111 Broadway~~  
~~Floor 9~~  
~~Oakland, California 94607~~

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3. MSC Mediterranean Shipping Company S.A.  
12 - 14 Chemin Rieu  
1208 Geneva  
Switzerland ~~CMA CGM S.A. ("CMA CGM")~~  
~~4, Quai D'Arene~~  
~~P.O. Box 2409~~  
~~13215 Marseilles Cedex 02~~  
~~France~~
4. ZIM Integrated Shipping Services Ltd.  
9 Andrei Sakharov Street  
Haifa, Israel ~~Compania Sud Americana de Vapores, S.A.~~  
~~Plaza Sotomayor 50~~  
~~2360171 Valparaiso, Chile~~
5. ~~Cosco Container Lines Company Limited~~ COSCO SHIPPING Lines Co., Ltd.  
No. 378 Dong Da Ming Road  
Shanghai 200801551-1555, Chang Yang Road  
Shanghai, 200090  
People's Republic of China
6. Intentionally left blank ~~Hamburg Sudamerikanische~~  
~~Dampfschiffahrtsgesellschaft KG~~  
~~Willy Brandt Strasse 59~~  
~~20457 Hamburg, Germany~~
7. Intentionally left blank ~~Hanjin Shipping Co., Ltd.~~  
~~25-11, Yoido-dong, Youngdeungpo-Ku~~  
~~Seoul, Korea~~
- \*8. a. Hapag-Lloyd AG  
Ballindam 25  
D-20095 Hamburg, Germany
- b. Hapag-Lloyd USA LLC  
399 Hoes Lane  
Suite 1000  
Piscataway, New Jersey 08854 ~~401 East Jackson Street~~  
~~Suite 3300~~

~~Tampa, FL 33602~~

9. Evergreen Line Joint Service Agreement FMC No. 011982  
No. 163, Sec. 1, Hsin-Nan Road  
Luchu Hsian, Taoyuan Hsien, 338, Taiwan

10. Hyundai Merchant Marine Co., Ltd.  
2-15<sup>th</sup> Floor, Mukyo Hyundai Building  
96, Mukyo-Dong, Chung-ku  
Seoul, Korea
11. Intentionally left blank ~~Mitsui O.S.K. Lines, Ltd.~~  
~~Minato-ku~~  
~~Tokyo 105-91, Japan~~
12. Intentionally left blank ~~Nippon Yusen Kaisha Line~~  
~~3-2, Marunouchi 2-Chome,~~  
~~Chiyoda-ku~~  
~~Tokyo 100, Japan~~
13. Orient Overseas Container Line Limited  
31/F, Harbour Centre  
Wanchai, Hong Kong
14. Intentionally left blank ~~Crowley Maritime Corporation~~  
~~9487 Regency Square Boulevard~~  
~~Jacksonville, Florida 32225~~
15. Intentionally left blank ~~Yang Ming Marine Transport Corp.~~  
~~271 Ming De 1<sup>st</sup> road, Chidu,~~  
~~Keelung, Taiwan 206, R.O.C.~~
16. Ocean Network Express Pte., Ltd.  
7 Straights View  
#16-01 Marine One East Tower  
Singapore 01836  
~~Kawasaki Kisen Kaisha, Ltd.~~  
~~Hibiya Central Building~~  
~~2-9, Nishi-Shinbashi 1-Chome~~  
~~Minato-ku, Tokyo 105-91~~  
~~Japan~~
17. Intentionally left blank ~~Atlantic Container Line~~  
~~194 Wood Avenue South, Suite 500~~  
~~Iselin, New Jersey 08830-4120~~

NON-OCEMA OCEAN COMMON CARRIER PARTIES:

Crowley Maritime Corporation  
9487 Regency Square Boulevard  
Jacksonville, Florida 32225~~N/A~~